

LANCASTER COUNTY
COUNTY - CITY BUILDING
LINCOLN, NEBRASKA 68508
BOARD OF COMMISSIONERS

Telephone: (402) 441-7410
FAX : (402) 441-6513

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS
SPECIFICATION NO. 06-173

Lancaster County intends to purchase and invites you to submit a sealed bid for:

**ONE (1) COMPACT TRACK LOADER
FOR THE
LANCASTER COUNTY ENGINEER**

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, May 31, 2006**, in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the Conference Room at the "K" Street Complex.

Bids may be downloaded from the County/City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

COMMISSIONERS
DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidders shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

8 DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 8.2 Such demonstration can be at the County delivery location or a surrounding community.
- 8.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 8.4 If items are small and mailable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

9 DELIVERY

- 9.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

10 WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 1. Manufacturer's warranties and/or guarantees.
 - 2. Bidder's maintenance policies & associated costs.
- 10.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 10.3 Bidder warrants and represents to the County that all software/firmware/ hardware /equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.

11 ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by the specification documents or purchase orders.

- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

12 BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 12.5 The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

13 INDEMNIFICATION

- 13.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by anyone of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 13.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14 TERMS OF PAYMENT

- 14.1 Unless otherwise specified in the provisions, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15 LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

Company Name _____

EQUIPMENT SPECIFICATIONS

COMPACT TRACK LOADER

MEETS SPECS

YES

NO

1. ENGINE

- | | | | |
|-------|-------|------|--|
| _____ | _____ | 1.1 | Diesel, Tier II certified, four cylinder minimum of 74 net H.P., turbo charged |
| _____ | _____ | 1.2 | Aircleaner: Drytype two stage with pre-cleaner and air restriction indicator. Must have TURBO II or Centri or equivalent. |
| _____ | _____ | 1.3 | Electrical system; 12 volt |
| _____ | _____ | 1.4 | Battery: heavy duty, 850 CCA 12 volt low maintenance |
| _____ | _____ | 1.5 | Engine emergency warning system: Visual and audible, high temperature and low oil pressure |
| _____ | _____ | 1.6 | Alternator, 12 volt 95A. The alternator shall be of sufficient capacity to maintain correct battery voltage while operating all electrical systems, with engine at idle. |
| _____ | _____ | 1.7 | Exhaust: Vertical, routed away from the operator's station |
| _____ | _____ | 1.8 | Fuel capacity: 17.3 gallons, minimum |
| _____ | _____ | 1.9 | Fuel filters: with water separator, spin on type |
| _____ | _____ | 1.10 | Engine block heater |

2. TRANSMISSION

- | | | | |
|-------|-------|-----|--|
| _____ | _____ | 2.1 | Full power variable, fully hydrostatic, rubber track drive |
| _____ | _____ | 2.2 | Warning system, visual and audible, high temperature and low transmission oil pressure |
| _____ | _____ | 2.3 | Forward and reverse travel and speed controlled by two hand levers |
| _____ | _____ | 2.4 | Speed ranges: Forward and reverse travel speed F. _____ R. _____ |

3. DRIVE

- | | | | |
|-------|-------|-----|---|
| _____ | _____ | 3.1 | Independently driven tracks |
| _____ | _____ | 3.2 | Drive modules integrated into roller frame for protection |
| _____ | _____ | 3.3 | Grade-ability, 3:1 slope |

4. BRAKES

- | | | | |
|-------|-------|-----|---------------------------|
| _____ | _____ | 4.1 | Independent parking brake |
|-------|-------|-----|---------------------------|

5. HYDRAULIC SYSTEM

- | | | | |
|-------|-------|------|--|
| _____ | _____ | 5.1 | External mounted, spin on, disposable, full flow filters |
| _____ | _____ | 5.2 | Cylinders: Lift, two (2), tilt, two (2) Readily available from local sources |
| _____ | _____ | 5.3 | Full flow oil cooler |
| _____ | _____ | 5.4 | Auxiliary hydraulic lines |
| _____ | _____ | 5.5 | Gear Pump, High flow, 33 G.P.M minimum. |
| _____ | _____ | 5.6 | Auxiliary hydraulics controlled with electrical switches positioned near operator's station |
| _____ | _____ | 5.7 | 2500 lbs. operating capacity at 35% of tipping load |
| _____ | _____ | 5.8 | Heavy duty cooling system designed to provide a safe hydraulic system working temperature under full load. All oil coolers shall be accessible for cleaning with an air wand without the use of hand tools |
| _____ | _____ | 5.9 | Loader bucket w/float and hydraulic bucket leveler |
| _____ | _____ | 5.10 | Bucket height to hinge pin: 120.6 inches minimum |
| _____ | _____ | 5.11 | Must have vertical path lift boom; radius style lift not acceptable |
| _____ | _____ | 5.12 | Must have third line on High flow for independent drain for use with certain attachments |

6. CHASSIS

- | | | | |
|-------|-------|-----|--|
| _____ | _____ | 6.1 | Ground clearance: 9 inches minimum |
| _____ | _____ | 6.2 | Track tension is adjustable by grease filled cylinders |
| _____ | _____ | 6.3 | Four (4) bottom and one (1) carrier roller, minimum |

Company Name _____

MEETS SPECS

YES

NO

7. STEERING

7.1 Counter-rotation capable

7.2 Independent steering control levers (same levers as forward, reverse and speed levers).

8. CONTROL LEVERS

8.1 Independent control of all attachment functions. Attachment controls can be operated simultaneously with lift and tilt

8.2 Travel-work speed control

9. MECHANICAL COUPLERS

9.1 Mechanical, flat flush face quick couplers shall be provided

10. LIFT ARM GEOMETRY

10.1 Vertical Lift

11. BUCKETS

11.1 One (1) General purpose bucket, for heavy duty construction and industrial use. With adequate width to cover width of machine

11.2 One (1) Bucket with teeth: Detachable tooth bar not acceptable

11.3 Both buckets capacity of minimal 20 cubic feet, heaped

12. LIGHTS

12.1 Two front work lights

12.2 Two rear work lights

12.3 Instrument panel

12.4 Two red lights on rear of machine

12.5 Front work lights and rear work lights shall have a switch that operates independently

13. TRACKS

13.1 Approximately 17.7" wide

14. AUXILIARY ATTACHMENTS

14.1 Auxiliary hydraulics deactivate when operator raises the seat bar

14.2 Interlock control system that requires the operator to be seated with the seat bar down before the hydraulic system can be operated

14.3 7 pin attachment control kit with 12 V electrical system with proper controls for suitable operation of various attachments

15. ROPS/CANOPY/CAB

15.1 ROPS/Canopy with side screens

15.2 80 inch maximum height from ground to highest point of ROPS

15.3 Cab conforms to SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure

15.4 Enclosed Cab with heater, air conditioning, windshield wiper and washer

15.5 Suspension type operators seat

15.6 Instruments: Gauge or Indicator

a) Hour meter

b) Tachometer

c) Oil Pressure

d) Voltmeter

e) Water temperature

f) Hydraulic oil temperature

15.7 Dual note horn

Company Name _____

MEETS SPECS

YES

NO

16. ACCESSORIES/SAFETY

- 16.1 Back up alarm: electric
- 16.2 Lift arm support device
- 16.3 Lift by-pass to allow the arms to be lowered with engine off
- 16.4 Grab handles to assist operator mounting and dismounting unit
- 16.5 Electrical switch operated park brake

17. PAINT

- 17.1 Manufacturer's standard color

18. OPTION B: OPTIONAL BID FOR HEAVY DUTY BRUSH CUTTING ATTACHMENT

- 18.1 To be compatible with compact tractor loader being bid.
- 18.2 Width - at least as wide as track loader being bid.

19. OPTION C: OPTIONAL BID FOR HEAVY DUTY TRAILER FOR TRANSPORTING COMPACT TRACK LOADER

- 19.1 18 foot length, width must allow bidded compact tract loader to fit between fenders
- 19.2 14,000 lbs GVWR
- 19.3 Tandem 7,000 lb drop axles
- 19.4 Leaf spring suspension
- 19.5 Hydraulic type surge brakes with safety breakaway feature
- 19.6 8-bolt steel wheels with spare
- 19.7 Radial load range - G tires with spare
- 19.8 Lunette eye type hitch, adjustable from 14" to 25"
- 19.9 Pressure treated wood floor, 2" thickness
- 19.10 Heavy duty diamond plate steel fenders
- 19.11 12,500 lb. Front jack
- 19.12 Conduit protected DOT lighting with a 6 pole connector
- 19.13 All wiring connections will be soldered and insulated with heat shrink
- 19.14 6" channel frame rails with 3" channel members on 18" centers
- 19.15 Self-cleaning flip-up ramps
- 19.16 Stake pocket and D-ring tie-downs
- 19.17 Safety chains with hooks
- 19.18 Fully primed and painted with acrylic enamel, heavy equipment yellow in color
- 19.19 Conspicuous reflective tape on sides and rear spare tire carrier/holder
- 19.20 One (1) of each Parts, Maintenance/Repair, and Operator Manuals to be provided
- 19.21 Manufacturers standard warranty shall apply

20. MANUALS

- 20.1 One (1) complete service manual
- 20.2 One (1) complete parts manual
- 20.3 Two (2) complete operators manuals

21. WARRANTY

- 21.1 Unit shall have a minimum of 12 month bumper to bumper warranty.
- 21.2 If there are any charges for warranty work to be performed at the County Shop, vendor must indicate such and the rates

Company Name _____

BID AWARD TERMS AND CONDITIONS

1. In awarding this bid the following elements shall be given consideration:
 - 1.1 The overall bid price.
 - 1.2 The ability, capacity, and skill of the supplier to perform (includes the local service center and or manufacturer) as per reference checks and Lancaster County experience if available;
 - 1.3 The character, integrity, reputation, judgment, experience, and efficiency of the supplier (as per reference checks and Lancaster County experience if available);
 - 1.4 The quality of previous performance (as per reference checks and Lancaster County experience if available);
 - 1.5 The previous and existing compliance of the supplier with laws relating to the purchase contract;
 - 1.6 The performance of the equipment taking into consideration any commonly accepted tests and standards of equipment usability and County requirements;
 - 1.7 Such other information as may be secured having a bearing on the decision.
2. In the space below provide five references for your firm of governmental contacts that are using the same equipment under similar conditions as Lancaster County. The County reserves the right to contact any or all of these references to gather pertinent information relevant to analyzing this bid.

2.1 ENTITY NAME: _____
ADDRESS: _____ STATE: _____
CONTACT NAME: _____ TITLE: _____
TELEPHONE: _____ FAX: _____
NUMBER OF UNITS CURRENTLY OPERATING: _____

2.2 ENTITY NAME: _____
ADDRESS: _____ STATE: _____
CONTACT NAME: _____ TITLE: _____
TELEPHONE: _____ FAX: _____
NUMBER OF UNITS CURRENTLY OPERATING: _____

2.3 ENTITY NAME: _____
ADDRESS: _____ STATE: _____
CONTACT NAME: _____ TITLE: _____
TELEPHONE: _____ FAX: _____
NUMBER OF UNITS CURRENTLY OPERATING: _____

2.4 ENTITY NAME: _____
ADDRESS: _____ STATE: _____
CONTACT NAME: _____ TITLE: _____
TELEPHONE: _____ FAX: _____
NUMBER OF UNITS CURRENTLY OPERATING: _____

2.5 ENTITY NAME: _____
ADDRESS: _____ STATE: _____
CONTACT NAME: _____ TITLE: _____
TELEPHONE: _____ FAX: _____
NUMBER OF UNITS CURRENTLY OPERATING: _____

Company Name _____

**PROPOSAL
SPECIFICATION NO. 06-173**

BID OPENING TIME 12:00 NOON

DATE: May 31, 2006

The undersigned bidder, having full knowledge of the requirements of County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
Compact Track Loader for County Engineer Shop
BIDDING SCHEDULE**

Complete with Additional Equipment Option A , B, and C

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT TOTAL</u>
1.	Compact Track Loader Mfg. _____ Model # _____	1 ea.	\$ _____
2.	OPTION A: Optional Bid for 48 inch Fork Attachment	1 ea.	\$ _____
3.	OPTION B: Optional Bid for Heavy Duty Brush Cutting Attachment	1 ea.	\$ _____
4.	OPTION C: Optional Bid for a Heavy Duty 18 foot, 14,000 lbs GVWR Tandem Axle Trailer for Transporting Compact Track Loader. Trailer must have 7,000 lbs drop axles, 2 5/16 inch height adjustable ball type hitch, self cleaning flip-up ramps, heavy duty jack, Spare tire and wheel	1 ea.	\$ _____
5.	TOTAL COST (Item #1 plus Item #2 plus Item #3 plus Item #4)		\$ _____

BID SECURITY REQUIRED: _____ **YES** *(check yes or no)*
 _____ **NO**

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-173**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.